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9
 10 **UNITED STATES DISTRICT COURT**
 11 **DISTRICT OF NEVADA**

12 Coleman Family Revocable Living Trust,
 13 by and through Trustees Sahar Lewis and
 14 Pluyd Coleman,

15 Plaintiffs,
 16 v.

17 PNC Bank, N.A., Matrix Trust Company,
 18 Clear Recon Corp., Stefanie Armijo, Does
 19 1 through 20,

20 Defendants.

21 **CASE NO.: 2:25-cv-00791**

22 **PNC Bank's Consolidated
 23 Response to Plaintiff's Motions
 24 Requesting Prejudgment Remedies**

25 PNC Bank, N.A. ("PNC Bank") by and through its counsel of record, Wolfe &
 26 Wyman LLP, hereby responds to Plaintiff's various motions requesting various types
 27 of prejudgment relief, including for a temporary restraining order ("TRO")
 28 preliminary injunction, to void the trustee sale held on May 9, 2025, and all other
 relief requested as set forth herein. Specifically, this Response responds to the
 following filings, as they are identified on the Court's docket:

- 25 • [4]: Motion for Temporary Restraining Order
- 26 • [5]: Motion for Preliminary Injunction
- 27 • [7]: Emergency Motion to Void Trustee Sale and Restore Possession Due
 28 to Unlawful Foreclosure in Violation of Pending Federal Litigation, Lis



1 Pendens, and Equitable Title Interest

- 2
- 3 • [13]: Emergency Motion to Void Trustee Sale
 - 4 • [14]: Emergency Motion for Sanctions
 - 5 • [15]: Emergency Motion for Expedited Hearing
 - 6 • [23]: Emergency EX PARTE MOTION to Void Foreclosure Sale
 - 7 • [28]: Renewed Emergency MOTION for Temporary Restraining Order,
to Void Unlawful Sale, and to Preserve Possession

8 These motions are collectively referred to as the “Motions.”

9 **I. Statement of Facts**

10 **A. Judicially Noticeable Matters**

11 A court may take judicial notice of matters of public record pursuant to Federal
12 Rules of Evidence, Rule 201, when deciding a motion to dismiss for failure to state a
13 claim. *Skilstaf, Inc. v. CVS Caremark Corp.*, 669 F.3d 1005, 1016 n.9 (9th Cir. 2012).
14 Here, the documents recorded in the Clark County Recorder’s Office are judicially
15 noticeable and show the following facts:

16 On or about December 21, 2020, a Grant, Bargain, Sale Deed was recorded,
17 reflecting that Sahar Lewis acquired title to the Property. See Exhibit 1, attached
18 hereto.

19 On or about December 14, 2021, a Deed of Trust was recorded, encumbering
20 the Subject Property. The Deed of Trust secured a loan in the original principal
21 amount of \$270,000.00 made by North American Financial Corp. (as lender) to Sahar
22 Lewis (as borrower). Mortgage Electronic Registration Systems, Inc. (“MERS”), as
23 nominee for the lender and its successors and assigns, was identified as the beneficiary
24 under the Deed of Trust. See Deed of Trust, attached hereto as Exhibit 2.

25 On or about June 14, 2024, an Assignment of Deed of Trust was recorded,
26 transferring all rights, title, and interest in the Deed of Trust from MERS, as nominee
27 for North American Financial Corp., to PNC Bank, National Association. See Exhibit
28 3, attached hereto.

1 On or about April 3, 2025, a Corporate Assignment of Deed of Trust was
 2 recorded, reflecting that the beneficial interest under the Deed of Trust was assigned
 3 from PNC Bank, National Association to Federal Home Loan Mortgage Corporation.
 4 See Exhibit 4, attached hereto.

5 On or about May 7, 2024, a Quitclaim Deed was recorded, reflecting that Sahar
 6 Lewis transferred the Subject Property to herself and Pluyd Coleman Jr. as trustees of
 7 the Coleman Family Revocable Living Trust, dated September 17, 2023. See Exhibit
 8 5, attached hereto.

9 On or about December 2, 2024, a Notice of Default and Election to Sell Under
 10 Deed of Trust was recorded. The Notice states that a default occurred based on
 11 nonpayment of the installment due on April 1, 2024, and all subsequent payments.
 12 Clear Recon Corp. was identified as the trustee, and PNC Bank, National Association
 13 was named as the beneficiary at the time of recording. See Exhibit 6, attached hereto.

14 On or about May 9, 2025, a foreclosure trustee's sale was conducted by Clear
 15 Recon Corp., as trustee under the Deed of Trust. At the sale, the Subject Property was
 16 sold to the highest bidder for the amount of \$280,000.00.

17 **B. Plaintiff's Allegations**

18 Plaintiff is challenging the validity of the Subject Loan. In its verified
 19 complaint, Plaintiff—purporting to act through the trustees of the Coleman Family
 20 Revocable Living Trust—seeks to unwind or enjoin a nonjudicial foreclosure sale that
 21 occurred following its default on a residential mortgage loan secured by the Subject
 22 Property. The Complaint is attached hereto as Exhibit 7. Plaintiff alleges that it
 23 acquired title to the property through a trust transfer and attempted to tender a
 24 “negotiable instrument,” which it asserts was dishonored by PNC Bank. Ex. 7 ¶¶ 13-
 25 15. Based on this and related allegations, Plaintiff contends that the loan was
 26 discharged by operation of law. Id. ¶¶ 15-21.

27 Relying on these premises, Plaintiff asserts nine causes of action, each of which
 28 contain only one sentence apart from the first, which contains three: wrongful

1 foreclosure; breach of contract; violations of RESPA; securities fraud and
 2 misrepresentation; quiet title; injunctive relief; declaratory relief; emergency relief
 3 (TRO and Preliminary Injunction); and slander of title. Although Plaintiff lists out
 4 these causes of action, it does not provide any basis for alleging these allegations
 5 beyond the most conclusory of statements. See Ex. 7 ¶¶ 22-32.

6 As argued below, Plaintiff's request to void the May 9, 2025, Trustee Sale (the
 7 "Trustee Sale") and enjoin any future foreclosure proceedings is not supported and
 8 falls well short of the standard necessary to obtain preliminary relief from this Court.

9 **C. Plaintiff's Motions**

10 Plaintiff's Motions are all similar but request slightly different relief. ECF No. 4
 11 relies on conclusory allegations and the same sovereign citizen arguments recited in
 12 the complaint. ECF No. 5 is identical to ECF No. 4, but the docket text request a
 13 preliminary injunction (vs. a TRO). ECF No. 7 contains pure legal conclusions and
 14 conclusory allegations requesting the Court to set aside the May 9 trustee sale. ECF
 15 Nos. 13, 14, and 15 are each identical and request that the Court void the trustee sale,
 16 impose sanctions, and grant an expedited hearing. Based on the substance of
 17 Plaintiff's motions, it appears that Plaintiff is requesting (1) a TRO, (2) a preliminary
 18 injunction, (3) an order setting aside the May 9 trustee sale, (4) sanctions against PNC
 19 Bank, and (5) an expedited hearing. PNC Bank expresses no position on the request
 20 for expedited hearing. As to the remaining points, the request for relief should be
 21 denied because Plaintiff has not satisfied the rigorous standard for injunctive relief.

22 Plaintiff's Motion at ECF 23 requests the same relief but recites different basis
 23 for the requested relief, arguing that "Plaintiff tendered multiple notices, negotiable
 24 instruments, and offers of performance to Defendants, all of which were dishonored or
 25 ignored." ECF No. 23 at 2. ECF No. That Motion also contains a "Declaration of
 26 Equitable Maxims" consistent with Sovereign Citizen ideology. The Motion also
 27 recites the legal standard for a preliminary injunction but does not attach any evidence
 28 in support of the conclusory statements within the Motion itself.

1 Plaintiff's Motion at ECF No. 28 is similar to the prior motions. The allegations
 2 in this Motion are more vacuous. For example, the headings "Grounds for Emergency
 3 Relief" and "Legal Standard" contain only a bare recitation of the legal standard and
 4 no substantive argument or analysis. ECF No. 28 at 1-2. Like plaintiff's other
 5 motions, there is no attached evidence and no explanation of a concrete wrong or
 6 other legal violation apart from the fact that Plaintiff wishes to enjoin and/or set aside
 7 the foreclosure sale.

8 **II. Plaintiff Fails To Meet The High Legal Standard for Preliminary
 9 Injunctive Relief**

10 As noted, Plaintiff seeks to void the Trustee Sale and enjoin future foreclosure
 11 activity. FRCP 65 governs preliminary injunctions and temporary restraining orders,
 12 and requires that a motion for temporary restraining order include "specific facts in an
 13 affidavit or a verified complaint [that] clearly show that immediate and irreparable
 14 injury, loss, or damage will result to the movant before the adverse party can be heard
 15 in opposition," as well as written certification from the movant's attorney stating "any
 16 efforts made to give notice and the reasons why it should not be required." FRCP
 17 65(b).

18 Temporary restraining orders are governed by the same standard applicable to
 19 preliminary injunctions. *See Cal. Indep. Sys. Operator Corp. v. Reliant Energy Servs.,*
Inc., 181 F. Supp. 2d 1111, 1126 (E.D. Cal. 2001). Furthermore, a temporary
 20 restraining order "should be restricted to serving [its] underlying purpose of
 21 preserving the status quo and preventing irreparable harm just so long as is necessary
 22 to hold a hearing, and no longer." *Granny Goose Foods, Inc. v. Bhd. of Teamsters &*
Auto Truck Drivers Local No. 70, 415 U.S. 423, 439 (1974). An injunction is "a
 23 drastic and extraordinary remedy, which should not be granted as a matter of course."
24 Monsanto Co. v. Geertson Seed Farms, 561 U.S. 139, 130 S.Ct. 2743, 2761, 177
25 L.Ed.2d 461 (2010). Plaintiff has the burden to show that injunctive relief is
 26 appropriate. *See Granny Goose Foods*, 415 U.S. at 442–43. Because they are

1 extraordinary remedies, a plaintiff seeking a TRO or preliminary injunction must
 2 overcome a significant evidentiary and persuasion burden. *Stein v. Dowling*, 867 F.
 3 Supp. 2d 1087, 1095 (S.D. Cal. 2012) In order to obtain such relief, the plaintiff “must
 4 make a ‘threshold showing’ of four factors.” *E. Bay Sanctuary Covenant v. Barr*, 964
 5 F.3d 832, 844 (9th Cir. 2020). The plaintiff “must establish that he is likely to succeed
 6 on the merits, that he is likely to suffer irreparable harm in the absence of preliminary
 7 relief, that the balance of equities tips in his favor, and that an injunction is in the
 8 public interest.” *Winter v. N.R.D.C.*, 555 U.S. 7, 20 129 S.Ct. 365 (2008). The
 9 elements are conjunctive, meaning the party seeking the TRO or injunction must
 10 satisfy each element. *See Bayview Loan Servicing, LLC v. Romewright Properties,*
 11 *LLC*, No. 218CV00305, 2018 WL 6566543, at *2 (D. Nev. Oct. 26, 2018).

12 As argued below, Plaintiff’s thread-bare, unsupported, and conclusory
 13 allegations cannot support the high burden required for a plaintiff to obtain these
 14 prejudgment remedies.

15 **A. The requests for a TRO and/or preliminary injunction enjoining
 16 foreclosure are moot.**

17 Courts, including in this district, routinely deny as moot request for relief
 18 prohibiting a foreclosure sale where the sale has already occurred. *See, e.g., Florio v.*
Vista Pac. Holdings, 2012 WL 3023265, at *1 (D.Nev. July 24, 2012) (“The Court
 19 denies Florio's first motion for a TRO and a preliminary injunction as moot. The
 20 foreclosure sale which Florio requested the Court to enjoin has already taken place as
 21 discussed in Florio's Motion to Set Aside.”); *Tina v. Countrywide Home Loans, Inc.*,
22 2008 WL 4790906, at *3 (S.D.Cal. Oct. 30, 2008) (“As in their TRO application,
23 Plaintiffs ask the court to enjoin the foreclosure sale of their property. [T]his request is
24 denied as moot as the foreclosure sale took place on July 11, 2008.”)

25 Here, a nonjudicial trustee sale occurred on May 9, 2025. Thus, Plaintiff’s
 26 request to prevent/enjoin the same is moot.

**1 B. Plaintiff's Trustees, Sahar Lewis and Pluyd Coleman, cannot represent the
2 Coleman Family Revocable Living Trust in this action because they are not
3 licensed attorneys, and Nevada law strictly prohibits such representation
4 by non-lawyers.**

5 As the Court has already recognized, the right to self-representation is personal
6 and does not extend to representation of a separate legal entity such as a trust. A trust
7 is not a natural person—it is a legal entity that must appear in court through licensed
8 counsel. Both Nevada and federal courts have consistently held that a non-lawyer
9 trustee may not represent a trust in judicial proceedings. In *Guerin v. Guerin*, the
10 Nevada Supreme Court made clear that “[a] proper person is not permitted to
11 represent an entity such as a trust; rather, a trust must be represented by a licensed
12 attorney in the state courts.” The court emphasized that “[a]lthough an individual is
13 entitled to represent himself or herself in the district court, no rule or statute permits a
14 non-attorney to represent any other person, a company, a trust, or any other entity in
15 the district courts or in the Supreme Court.”

16 This prohibition is echoed in *Salman v. Newell*, 110 Nev. 1333, 1335 (1994),
17 where the Nevada Supreme Court held that a non-attorney trustee of a trust could not
18 appear pro se on behalf of the trust, reaffirming that trusts must be represented by
19 licensed legal counsel. The same principle has been applied in federal courts within
20 the Ninth Circuit. In *Hale Joy Trust v. Commissioner*, 57 Fed. Appx. 323 (9th Cir.
21 2003), the court held that a non-lawyer trustee could not represent a trust pro se in
22 appellate proceedings. These rulings reflect a consistent rule across jurisdictions that
23 trusts may not be represented by individuals who are not licensed attorneys.

24 This prohibition is not merely procedural—it is codified in Nevada law. Nevada
25 Revised Statutes § 7.285 makes it unlawful for any person who is not an active
26 member of the State Bar of Nevada or otherwise authorized under Supreme Court
27 rules to practice law. Likewise, Supreme Court Rule 77 bars anyone from practicing
28 law in the courts of Nevada unless they are a licensed attorney or qualify under
narrow exceptions not applicable here.

1 The trustees' attempt to represent the trust in this litigation is therefore
 2 unauthorized and improper. PNC Bank requests that the court delay considering the
 3 various Motions until after Plaintiff is represented by counsel.

4 **C. The “Sovereign Citizen” ideology in Plaintiff’s Complaint and Motions
 5 cannot withstand judicial scrutiny and does not support extraordinary
 relief.**

6 Plaintiff’s Complaint and related filings appear to have the hallmarks of a
 7 Complaint based upon the “sovereign citizen” theory that the federal courts around the
 8 country have uniformly rejected. *Vachon v. Reverse Mortgage Solutions, Inc.*, 2017
 9 WL 6628103, at *6 (C.D. Cal. August 11, 2017) (theories tied to the sovereign citizen
 10 movement seeking to avoid debt repayment have been unsuccessful and dismissed as
 11 patently frivolous by courts across the country); *Caetano v. Internal Revenue Service*,
 12 2023 WL 3319158, at *3-4 (E.D. Cal. May 8, 2023) (noting that the plaintiff’s claim
 13 was rooted in the sovereign citizen ideology and claims that individuals can “free”
 14 themselves by filing one or more Uniform Commercial Code financial statements
 15 naming themselves as both the secured party and the debtor; such theories are legally
 16 frivolous that have been widely rejected by the federal courts); *Vazquez v. Cal. Hwy.
 17 Patrol*, 2016 WL 232332, at *2-3, (E.D. Cal. Jan. 19, 2016) (finding the plaintiff’s
 18 sovereign citizen theory to be clearly frivolous, warranting dismissal of his section
 19 1983 complaint without leave to amend); *United States v. Alexio*, 2015 WL 4069160,
 20 at *2-4 (D. Haw July 2, 2015) (noting that the courts have flatly rejected the sovereign
 21 citizen theories as “frivolous, irrational [and] unintelligible”).

22 In *Williams v. United States Small Business Administration*, the court aptly
 23 noted: “To put it bluntly, Plaintiff’s Complaint is unintelligible. Plaintiff’s claims rely
 24 on various strange, legally unsound arguments based on commercial codes, citizenship
 25 (or the purported lack thereof), and corporate statuses to conclude that he should be
 26 allowed to not just rescind his loan and have his debt cancelled, but also receive \$2
 27 million in unexplainable damages. These arguments are highly similar to those made
 28 by sovereign citizens, which courts have uniformly rejected.” 2024 WL 5247154, at

1 *2 (C.D. Cal. Dec. 30, 2024).

2 Plaintiff's various requests for extraordinary and preliminary relief rely on the
 3 same type of discredited sovereign citizen arguments. *See, e.g.*, ECF No. 4 at 3-5,
 4 (Notice and Demand for Settlement in Equity reciting, holder in due course, UCC 3-
 5 603, accord and satisfaction under the UCC), No. 5 at 1 (arguing PNC Bank's conduct
 6 constitute trespass) and at 6-7 (arguing that a verified complaint plus request for
 7 preliminary relief bars foreclosure). Plaintiff's Complaint and Motions are premised
 8 on conclusory and legally baseless assertions that the mortgage loan was "discharged"
 9 through the tender of a negotiable instrument, that PNC Bank somehow forfeited its
 10 rights by failing to "validate" the debt, and that the trustee's sale was void simply
 11 because Plaintiff recorded a lis pendens. Exhibit 7 at ¶¶ 9-21. Plaintiff does not attach
 12 any evidence to its motions, other than conclusory affidavits/declarations. Plaintiff's
 13 contentions are not based on valid legal theories. The notion that Plaintiff could
 14 eliminate a valid mortgage obligation through unilateral acts or paperwork filed under
 15 the Uniform Commercial Code has been repeatedly rejected as frivolous. Likewise,
 16 there is no authority supporting Plaintiff's claim that recording a lis pendens, the
 17 pendency of litigation, or any other fact identified by Plaintiff alone prohibits
 18 foreclosure. Plaintiff offers no credible legal or factual basis for the extraordinary
 19 relief they seek, and its filings reflect the same incoherent and meritless ideology that
 20 courts across the country have flatly refused to entertain.

21 **D. Plaintiff has not satisfied the heavy burden required for a pretrial order
 22 setting aside a trustee sale.**

23 Plaintiff's request to set aside or void the May 9 trustee sale is a request for
 24 preliminary and extraordinary relief by the Court. Granting the request would require
 25 the court to evaluate Plaintiff's evidence and grant relief prior to trial on the issues and
 26 would be, therefore, equivalent to a preliminary injunction. *See In re Collins*, CIV. 14-
 27 00453 SOM, 2014 WL 6686502, at *4 (D. Haw. Nov. 25, 2014); (analyzing request
 28 for pretrial order setting aside foreclosure under preliminary injunction standard):

1 *Anthony v. Capitol Commerce Mortg. Co.*, 3:10-CV-169-RCJ-RAM, 2011 WL
 2 468560, at *1 (D. Nev. Feb. 4, 2011) (referencing preliminary injunction to set aside
 3 foreclosure sale). As noted above, Plaintiff has not marshalled the necessary evidence
 4 to demonstrate a likelihood of prevailing on the merits or any of the other factors
 5 necessary to receive prejudgment relief. Accordingly, the request to void or set aside
 6 the May 9 Trustee sale should be denied.

7 **E. Sanctions are not appropriate and not warranted.**

8 Plaintiff moves for sanction without specifying any authority for the Court to
 9 issue Sanctions. Rather, Plaintiff argues that sanctions are appropriate because PNC
 10 Bank conducted a trustee sale before Plaintiff's request for a TRO could be resolved.
 11 Plaintiff cites to several cases as the legal basis for its requested relief. ECF No. 14 at
 12 2.

13 These citations appear to be generated by artificial intelligence or at least wildly
 14 incorrect. First, Plaintiff relies on *Miller v. Lewis*, 80 Nev. 402 (1964), to support the
 15 proposition that “[c]ourts have inherent equitable power to void sales conducted in
 16 bad faith or under false pretenses.” However, Miller does not involve any trustee sale,
 17 foreclosure process, or equitable relief to unwind a transaction. Instead, Miller is a
 18 straightforward fraud and deceit action—specifically, a tort claim for damages based
 19 on allegedly false oral representations. *See Miller v. Lewis*, 80 Nev. 402, 404, 395
 20 P.2d 386, 387 (1964).

21 Next, Plaintiff cites *City of Cookeville* for the proposition that “[r]emoval must
 22 not be used as a procedural tool to defeat equity or silence due process.” But that
 23 quote appears nowhere in the opinion—not in substance or in spirit. In fact, the case
 24 had nothing to do with equitable relief, due process violations, or abuse of the removal
 25 statute. *Cookeville* involved a utility condemnation dispute governed by Tennessee
 26 law, and the primary jurisdictional issue was whether a federal agency could remove
 27 under 28 U.S.C. § 1442. The Sixth Circuit held that removal was proper—explicitly
 28 affirming federal jurisdiction and rejecting the city’s challenge to removal. *City of*

1 *Cookeville v. Upper Cumberland Elec. Membership Corp.*, 484 F.3d 380, 394–95 (6th
2 Cir. 2007).

3 Finally, Plaintiff cites *Taggart v. Lorenzen*, 587 U.S. 554 (2019), for the sweeping
4 proposition that “violating a pending TRO process constitutes grounds for civil
5 contempt.” But that is not what *Taggart* holds, nor does the case even involve a
6 temporary restraining order. Rather, *Taggart* concerns the standard for imposing civil
7 contempt sanctions for violating a bankruptcy discharge injunction, not a preliminary
8 injunction, TRO, or any other form of general equitable relief. *Taggart*, 587 U.S. at
9 565. This standard has nothing to do with alleged violations of pending TRO
10 proceedings or equitable duties generally.

11 Plaintiff has failed to demonstrate that the May 9 trustee sale was improper, let
12 alone that it would justify sanctions. To prevent the foreclosure sale Plaintiff was
13 required to prove a likelihood of prevailing on the merits. Plaintiff’s legally
14 unsupported and conclusory allegations could not do so prior to the trustee sale and
15 cannot do so now.

16 **III. Conclusion**

17 Plaintiff’s motions fail for multiple, independent reasons. The request for a
18 temporary restraining order or preliminary injunction is both procedurally defective
19 and legally unsupported. Plaintiff has not provided any admissible evidence, nor have
20 they articulated a coherent legal theory that would entitle them to extraordinary relief.
21 The foreclosure sale at issue has already occurred, rendering most of Plaintiff’s
22 requested relief moot. Even if it were not moot, Plaintiff has not come close to
23 meeting the high burden of proof required to justify enjoining foreclosure proceedings
24 or setting aside a trustee sale.

25 Moreover, Plaintiff’s motions are premised on discredited sovereign citizen
26 theories and legally frivolous assertions that have been uniformly rejected by courts
27 across the country. Plaintiff’s request for sanctions is similarly baseless and relies on a
28 series of misquoted or inapplicable authorities. The cases Plaintiff cites—Miller v.

1 Lewis, City of Cookeville, and Taggart v. Lorenzen—do not stand for the propositions
 2 asserted and have no bearing on the issues before the Court.

3 Finally, the individuals purporting to represent the Plaintiff trust in these
 4 proceedings are not licensed attorneys and may not lawfully represent the trust in
 5 federal court. Accordingly, the Court should decline to consider the motions until
 6 Plaintiff is represented by counsel.

7 For all these reasons, PNC Bank respectfully requests that the Court deny
 8 Plaintiff's motions in their entirety.

9 DATED: May 22, 2025

WOLFE & WYMAN LLP

10
 11 By: /s/ DAVID T. BLAKE
 12 DAVID T. BLAKE, ESQ.
 13 Nevada Bar No. 11059

14
CERTIFICATE OF ELECTRONIC SERVICE

15 On May 22, 2025, I served the foregoing **PNC Bank's Consolidated Response**
 16 to **Plaintiff's Motions for Preliminary Remedies** by the following means to the
 17 persons as listed below:
 18

19 a. CM/EFC System, electronic filing system of the United States District Court of
 Nevada.

20 WOLFE & WYMAN LLP

21
 22 By: /s/ DAVID T. BLAKE
 23 DAVID T. BLAKE, ESQ.
 24 Nevada Bar No. 11059

